

This Instrument Prepared By:  
City of Memphis Credit Union  
2678 Mt. Moriah Terrace Cove  
Memphis, TN 38115

901-360-1818  
Teresa Xiques

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.00.  
MISSISSIPPI RECORDING TAX WAS PREVIOUSLY PAID ON BOOK 3,079 PG 279 WHICH THIS  
MODIFICATION AND EXTENSION AGREEMENT MODIFIES AND EXTENDS.

#### MODIFICATION AND EXTENSION OF NOTE AND DEED OF TRUST

This Agreement is made and entered into this 2<sup>nd</sup> day of July, 2012 by and between KELLY A. MORGAN (the "Borrower"), and the CITY OF MEMPHIS CREDIT UNION (The "Holder").

#### RECITALS

- A. The Borrower has executed and delivered a certain Note dated 07-27-2009 in the original principal amount of \$134,400.00 (the "Note") and Deed of Trust on property located in DeSoto County, Mississippi, the Deed of Trust being dated 07-27-2009 and recorded as Book 3,079 Page 279, in the Register's Office for said County (the "Deed of Trust") to which reference is made for a more particular description of the property and the indebtedness secured thereby.
- B. Holder and Borrower have agreed to secure all balances presently owed on the Note with a principal balance due of \$ 128,610.72.
- C. The parties desire to modify and amend the terms of the Note and Deed of Trust as provided herein.

#### AGREEMENT

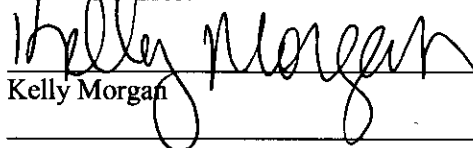
Now, therefore, for and in consideration of the mutual covenants and benefits to the parties, it is agreed:

1. **MODIFICATION OF THE NOTE.** The following modifications to the Note shall be effective as of July 2, 2012 (the "Effective Date"):
  - a. **Maturity Date:** The entire unpaid balance of principal and all accrued but unpaid interest covered under the Note secured by the Deed of Trust, if not sooner paid, shall be due and payable August 1, 2027 (the "Maturity Date")
  - b. **Terms of Repayment:** The unpaid balance of principal and accrued interest shall be payable as follows:
2. **EXTENSION OF LIEN OF DEED OF TRUST.** The lien of the Deed of Trust shall be extended to the Maturity Date, plus any additional term permitted by the laws of the State of Tennessee.

3. **OTHER AND FUTURE ADVANCES.** All other money heretofore or hereafter advanced by the Holder at its option to or for the account of Borrower, and all other present future or direct contingent liabilities and indebtedness of Borrower to the Holder of any nature whatsoever, and any extensions or renewals therefore shall be secured by the Deed of Trust, except that any advances, liabilities, and indebtedness otherwise secured under the provisions of this paragraph shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if at the time such debt is or was created any legally required disclosure of the security interest and lien contemplated herein shall not have been made.
4. **WAIVER OF RIGHTS OF REDEMPTION, HOMESTEAD, DOWER, CURTSEY AND EXEMPTION.** Borrower expressly waives all right of homestead exemption, the statutory right of redemption, and the equity of redemption, and relinquishes all right of dower and curtesy in the property described in the Deed of Trust, and further waives, releases and relinquishes all other rights or exemptions of every kind.
5. **LIMITED MODIFICATION.** Except as specifically set forth in this Agreement, the terms, conditions, covenants and provisions of the Note and Deed of Trust shall not be affected, modified, altered or impaired in any manner. It is the express intention of the parties that, except as specifically set forth herein, the original terms of the Note and Deed of Trust shall continue in full force.
6. **STATUTE OF LIMITATIONS.** The lien of the Deed of Trust is hereby extended so that the same shall not be barred by an applicable statute of limitations until ten (10) years from the date of maturity of the Note as modified and set forth hereinabove, and the lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of maturity of the Note, as herein extended.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated.

BORROWERS:

  
 Kelly Morgan

HOLDER:

CITY OF MEMPHIS CREDIT UNION

By: 

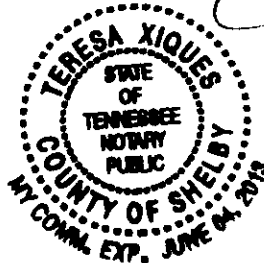
## COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kelly A. Morgan the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained as his/her/their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 2 day of July, 2012

Teresa Xiques  
Notary Public

My Commission expires: 6-4-13



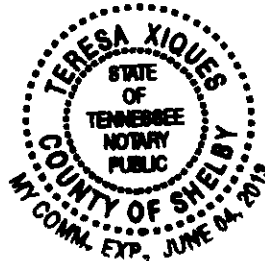
**CORPORATE**  
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don Massingill with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the V.P. of Mortgage of **CITY OF MEMPHIS CREDIT UNION**, the within named bargainor, a corporation, and that he as such V.P. of Mortgage executed the foregoing instrument for the purposes therein contained, by signing the name of the V.P. of Mortgage by herself/himself, as such V.P. of Mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this the 2 day of July, 2012.

Teresa Xiques  
Notary Public

My Commission expires: 6-4-13



# BALLOON RIDER

## (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 2 day of July, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **City of Memphis Credit Union**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6210 College Rd. Olive Branch, MS. 38654

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to August 1, 2027, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (a) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (c) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (d) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (e) I must make a written request to the Note Holder as provided in Section 5 below.

MULTISTATE BALLOON RIDER (Modification and Extension)—Single Family—  
Freddie Mac UNIFORM INSTRUMENT

Form 3190 1/01

### 3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

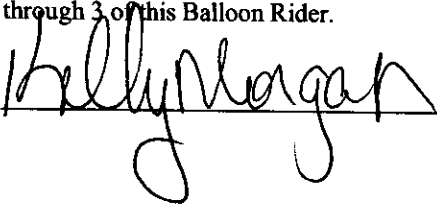
### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

### 5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Balloon Rider.

 (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

*[Sign Original Only]*